

## YourVocals.com – Exclusive License & Copyright Transfer Agreement (V10)

*(Effective as of the date of purchase)*

### Introduction

This Agreement (“Agreement”) is entered into between YourVocals.com (“Seller”) and the purchaser (“You” or “Buyer”). By purchasing and downloading any song or vocal files from YourVocals.com, you agree to the following terms and conditions.

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### A. Delivery of Files

**1. Upon receipt of payment**, the purchased files will be delivered via email download link and/or made available through the YourVocals **Checkout Page**. Files provided may include:

- **Any mix stems associated with the particular purchase in high-quality WAV format.** The number, type, and layout of files and stems may vary between individual songs and product types. Instrumental stems are provided only with *Full Song* purchases and are not included with *Vocal Acapella* purchases.
- **24-bit Master audio file in high-quality WAV format** (*Full Song* purchases only)
- **24-bit Instrumental Master audio file in high-quality WAV format** (*Full Song* purchases only)
- **Lyrics PDF** (*where applicable*)
- **Copyright Transfer Agreement** (*to be signed by the Buyer and returned/emailed to info@yourvocals.com for countersigning*)

All files are pre-edited, tuned, and mixed for immediate professional use.

### 2. Storage & Re-Delivery:

YourVocals.com is not obligated to store, archive, or re-provide files after the initial delivery has been successfully completed. The Buyer is solely responsible for securing and backing up all purchased files.

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### B. Exclusive Rights & Copyright Transfer

- 1. Exclusive Ownership:**  
Upon full payment, Seller irrevocably transfers to Buyer all worldwide rights, title, and interest in and to the purchased song and/or vocal recording, including all copyrights and master rights.
- 2. Single-Customer Exclusivity:**  
Each song or vocal is sold once only. After your purchase, it is permanently removed from public sale and will not be resold, relicensed, or redistributed by YourVocals.com.
- 3. Usage Freedom:**  
Buyer may use, modify, adapt, distribute, synchronize, remix, perform, or commercially exploit the

purchased material without limitation or restriction. No credit or attribution is required.

4. **Transferability:**

As the new copyright owner, Buyer may freely transfer, assign, or license the work to others at their sole discretion.

5. **Third-Party Samples:**

Certain songs may contain non-exclusive third-party samples obtained from licensed platforms (including but not limited to Splice). These samples are used in accordance with the applicable license terms of the original sample provider and do not affect the transfer of exclusive rights to the underlying song and vocal performance as described in this Agreement, **except where prohibited by the original sample provider's license terms.**

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### C. Example Instrumental Usage

1. The "Example Instrumental" music accompanying any YourVocals *Vocal Acapella* is for preview and marketing purposes only. Purchase of a *Vocal Acapella* does not grant rights to use, copy, sample, distribute, or commercially exploit the Example Instrumental. *(This restriction does not apply to full original YourVocals song purchases.)*
  2. Buyer is free to create original music inspired by the Example Instrumental, provided the Example Instrumental itself is not copied, reproduced, sampled, or used directly in any form.
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### D. Refund Policy

Due to the digital and exclusive nature of these products, all sales are final. Once files have been delivered, no refunds, exchanges, or cancellations will be issued under any circumstance.

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### E. Limitation of Liability & Indemnification

1. **Limitation of Liability:**

To the fullest extent permitted by law, YourVocals.com (the "Seller") shall not be liable for any direct, indirect, incidental, consequential, special, or punitive damages arising out of or relating to the use, misuse, distribution, or exploitation of the purchased material, including but not limited to loss of revenue, loss of profits, loss of business opportunities, claims by third parties, or any other damages, whether in contract, tort, or otherwise.

2. **Buyer Responsibility:**

Buyer assumes full responsibility for the use, modification, distribution, and commercial exploitation of the purchased material and agrees to comply with all applicable laws and industry regulations. Buyer agrees not to use the material in any unlawful, defamatory, infringing, misleading, or unethical manner.

3. **Indemnification:**

Buyer agrees to indemnify, defend, and hold harmless YourVocals.com, its owners, affiliates, contributors, and representatives from and against any and all claims, damages, losses, liabilities, costs, and expenses

(including reasonable legal fees) arising from Buyer's use, distribution, licensing, or exploitation of the purchased material.

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#### **F. Anonymity & Non-Attribution**

1. All vocalists, instrumentalists, producers, writers, and contributors associated with YourVocals.com shall remain anonymous at all times.
  2. Buyer agrees that such individuals and contributors may not be credited, named, tagged, or otherwise identified in any public or private release, distribution, metadata, liner notes, promotional materials, interviews, marketing campaigns, or registrations related to the purchased material.
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#### **G. Warranties**

1. Seller warrants that they are the rightful owner of the songs and have full authority to transfer ownership under this Agreement.
  2. All files are provided "as-is." Seller makes no other warranties, express or implied, including but not limited to warranties of merchantability or fitness for a particular purpose.
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#### **H. Governing Law & Jurisdiction**

This Agreement shall be governed by and construed in accordance with the laws of **England and Wales**. Any dispute arising under or in connection with this Agreement shall be subject to the exclusive jurisdiction of the courts of **England and Wales**.

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#### **I. Severability**

If any provision of this Agreement is found to be invalid or unenforceable, the remaining provisions shall continue in full force and effect.

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#### **J. Force Majeure**

YourVocals.com shall not be held liable for any delay or failure to perform resulting from events beyond its reasonable control, including but not limited to acts of God, war, terrorism, civil unrest, power outages, internet failure, natural disasters, pandemics, or government restrictions.

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#### **K. No Partnership or Agency**

Nothing in this Agreement shall be deemed to create any partnership, joint venture, agency, or employment relationship between Buyer and Seller.

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#### **L. Entire Agreement & Acceptance**

This document constitutes the entire agreement between Buyer and Seller and supersedes any prior agreements, communications, or understandings.

By completing a purchase from YourVocals.com, Buyer confirms that they have fully **read, understood, and agreed** to all terms contained in this Agreement. This acceptance shall constitute a legally binding digital signature.